

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES- PROCUREMENT
DISTRICT 6, 2309 BARRETT STATION RD,
BALLWIN, MO 63021**

REQUEST NO.	SL12-089-RW
DATE	March 26, 2012
PAGE NO.	1
NO. OF PAGES	33

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

10:00 a.m., Local Time, APRIL 11, 2012

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: _Teresa(Terri) Mount
BUYER EMAIL:
Teresa.Mount@modot.mo.gov

BUYER TELEPHONE: 314-301-1431
BUYER FAX:
573-526-0016

SUPPLIES OR SERVICES

Fence Repair at Multiple Locations to include Clearing and Grubbing, St. Louis County

COMPLETION DATE: MAY BE A FACTOR IN AWARD

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

**Is your firm MBE
certified?** ☐ Yes ☐ No
Form E-103 (Rev. 11-04)

Title: _____
**Is your firm WBE
certified?** ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This Request For Bid seeks bids from qualified organizations to clear, grub and repair damaged fence in the locations indicated below and in accordance with terms and specifications of this RFB.

- I-70 EB Along 180 Exit @ Mark Twain
- I-70 EB East of 180 MM 234.4 - 234.6
- I-70 EB West of Fee Fee MM 234.8
- I-70 EB Along SB 67 Exit Ramp
- I-70 WB Along NB 67 Exit Ramp
- I-70 WB Along SB 67 Entrance Ramp to Fee Fee
- I-70 WB west of Fee Fee near MM 234.6
- I-70 WB between Fee Fee and 180 Ramp
- I-270 NB between Dorsett & McKelvey
- I-270 SB South of McKelvey

Each bid must be mailed or hand delivered in a sealed envelope to Ms Teresa (Terri) Mount, Procurement Unit, Operations Complex, 2309 Barrett Station rd., Ballwin, Mo. 63021.

All questions regarding the RFB shall be submitted to Ms.Teresa (Terri) Mount. Bids must be returned to the office of Ms Mount no later **than 10:00 a.m., Local Time April 11, 2012.**

RFB Coordinator:

**MsTeresa (Terri) Mount (Title) Sr. General Services Specialist
Missouri Department of Transportation
2309 Barrett Station Road, Ballwin, MO. 63021**

**PHONE: 314-301-1431
FAX: 573-522-0016
EMAIL: Teresa.Mount@modot.mo.gov**

1.2 General Information:

This document constitutes an invitation for competitive, sealed bids for the procurement of services to clear, grub, supply and perform fence repairs as specified in these provisions.

1.2.1 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Summary of Work; Fencing Specifications
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Exhibit(s)
- 6) Terms and Conditions

1.2.2 This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

A. Summary of Work Required:

The intent of this job is to as quickly as possible clear, grub the fence line area and repair the fences as specified. The contractor must diligently work to complete the work as efficiently as possible to minimize traffic disruptions, while maintaining the accepted proposed traffic control plan.

Furnish and install traffic control as required.

Furnish and install replacement fence parts and repair existing fence at locations detailed on pricing page.

Final cleanup of work sites, to include utilizing backhoe if necessary, to fill any voids or holes.

Location of sites, St. Louis County:

- I-70 EB Along 180 Exit @ Mark Twain
- I-70 EB East of 180 MM 234.4 - 234.6
- I-70 EB West of Fee Fee MM 234.8
- I-70 EB Along SB 67 Exit Ramp
- I-70 WB Along NB 67 Exit Ramp
- I-70 WB Along SB 67 Entrance Ramp to Fee Fee
- I-70 WB west of Fee Fee near MM 234.6
- I-70 WB between Fee Fee and 180 Ramp
- I-270 NB between Dorsett & McKelvey
- I-270 SB South of McKelvey

No direct payment for Mobilization

B. Chain-Link Fence Repair

1.0 Chain-link fence used for this contract shall be in accordance with applicable portions of Section 607 of the Missouri Standard Specifications for Highway Construction. All materials shall be in accordance with Section 1043 of the Standard Specs.

2.0 The contractor shall reuse any undamaged major components from the damaged fence system in order to provide a fully functional system.

3.0 Realigning Posts. Posts which are out of alignment but otherwise undamaged will be designated for realignment. The contractor shall realign and plumb the designated posts. After realignment, any voids around the post shall be securely backfilled with soil, sand, or other fine aggregate material approved by the engineer and thoroughly tamped.

4.0 Replacing Posts. Existing posts that have sustained damage that does not allow reuse will be designated for replacement. Existing damaged line posts which are driven into earth shall be pulled unless otherwise directed by the engineer. The contractor may choose to drive the replacement line post in the same earth hole as the removed damaged post or excavate and pour a concrete footing. If the new post is driven in the same earth hole as the removed

damaged post, the contractor shall first securely backfill the hole with soil, sand, or other approved material and thoroughly tamp the backfill before driving the replacement post.

5.0 Replacing Tension Wire. The damaged wire shall be cut and attached to the nearest post. A new replacement tension wire shall be attached to the first post and strung to the last post of the damaged fence section.

6.0 Replacing and Splicing Fence Fabric. Existing fence fabric that has sustained damage that does not allow reuse will be designated for replacement. The existing damaged fabric shall be cut, removed, and new replacement fabric spliced at the locations designated by the engineer. Replacement chain-link fabric shall be woven together with the existing fabric and be knuckled or twisted at the top and bottom to match the existing fabric.

7.0 Reattaching Fence Fabric to Posts and Tension Wire. Fence fabric which is pulled loose from existing undamaged posts and tension wire will be designated for reattachment. Fabric shall also be attached to any new replacement posts and tension wire. The fence fabric shall be restretched in accordance with manufacturer recommendations so that the finished installation presents an appearance satisfactory to the engineer. Fabric shall be reattached using new fabric ties, hog rings, and any other required hardware. Chain-link fabric shall be securely attached to end, corner, gate, and pull posts using stretcher bars and bands in accordance with manufacturer recommendations or as directed by the engineer.

C. Working Hours

Monday through Friday days allowed , 8:00 AM to 4:00 PM.

Weekend and holiday work hours require prior approval by the engineer and may not be allowed.

All equipment and materials shall be removed, pavement cleaned, all traffic control devices removed or set aside, and all lanes open by 4:00 PM.

D. Traffic Control

All traffic control shall be provided by the contractor .

Plans. Standard MUTCD compliant signs, channelizers, flashing arrow panels, etc shall be used. All work shall be in accordance with Section 616 of the Standard Specs. Payment includes moving traffic control devices as required for daily work activities.

1.0 All traffic control is the responsibility of the contractor and shall conform to the more stringent of Missouri Standard Specifications for Highway Construction or MUTCD standards. Section 616 of the Standard Specifications.

2.0 It is important that all work progress in a systematic manner so as to minimize traffic impedance. The contractor must maintain a minimum of one lane of flowing traffic through the duration of the work.

3.0 A Traffic Control Management Plan must be submitted to the Engineer for approval at least two (2) weeks prior to the initiation of work for each site. . All responsibilities and costs for traffic control, regardless of the accepted configuration, shall be borne by the contractor.

4.0 The Engineer shall be notified at least two (2) weeks in advance of the initiation of any work or traffic restrictions to allow sufficient time for publication of media advisories to the surrounding communities.

5.0 Traffic Control shall be paid per Lump Sum.

MODOT FENCING SPECIFICATION

SECTION 607

SECTION 607.10 CHAIN-LINK FENCE

607.10.1 Description. This work shall consist of furnishing and erecting chain-link fence and gates as shown on the plans or as directed by the engineer.

607.10.2 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item Section

Chain-Link Fence [1043](#)

607.10.2.1 The contractor may select either zinc-coated steel, aluminum-coated steel, aluminum alloy or vinyl-coated steel fencing material, except that the same kind of material shall be used throughout the project.

607.10.2.2 Walk gates and drive gates, if required, shall be of the same material as that selected for the fence. If the project requires an extension of an existing fence, the new fence material for the extension shall match the existing material.

607.10.3 Construction Requirements.

607.10.3.1 The contractor shall fill, cut or trench where necessary to produce a smooth and uniform ground surface so the bottom of the fabric is no more than 3 inches (75 mm) above the finished ground line. All posts shall be set plumb, true to line and grade. Terminal posts, defined as end, gate, corner and pull posts, shall be set in concrete. Concrete for the footings shall be Class B concrete or a commercial mixture in accordance with [Sec 501](#). The concrete footing shall be a uniform thickness around the post and shall have a cone or dome shaped top. At the option of the contractor, line posts may be driven or placed in dug or drilled holes and set in concrete or quick-setting polyurethane foam in accordance with [Sec 903.3.1.2](#). If the contractor elects to drive line posts, the posts shall be of the length and driven to the depth shown on the plans. If posts cannot be driven to the correct depth, the posts shall be removed and placed in dug or drilled holes and set in foam or concrete footings. Posts damaged during installation shall be removed and replaced at the contractor's expense.

607.10.3.2 Fabric shall not be attached to posts until the concrete footings have cured for at least five days. Fabric shall be securely attached to end, corner, gate and pull posts in accordance with manufacturer's recommendations. The fabric shall be attached to the tension wire with hog rings, spaced as shown on the plans. The fabric shall be attached to line posts with wire ties or bands spaced in accordance with manufacturer's recommendations. All fabric shall be taut before attaching to line posts and tension wire.

607.10.3.3 Drive gates shall have an approximate full circle opening swing. Walk gates shall have positive stops to prevent the gates from swinging into the right of way.

607.10.3.4 If the chain link fence is required to be topped with barbed wire, the barbed wire support arm shall be at a 45-degree angle, ± 5 degrees, from the vertical plane of the fence line extended above the fence, and shall be fitted with clips, slots or other device for attaching three strands of barbed wire to the arm. The top strand shall be located 12 inches (300 mm) horizontally from the fence line, ± 3 inches (75 mm), with the other wires spaced uniformly

between the top of the fence fabric and the top outside strand of barbed wire. The barbed wire arm shall be of sufficient strength to withstand a weight of 250 pounds (113 kg) applied at the outer strand of barbed wire without causing any permanent deflection of the arm. Each strand of barbed wire shall be pulled taut to remove all sag before the strand is attached to the extension arm.

607.10.3.5 Post braces shall be installed for each gate, corner, pull and end post. The brace shall extend from the mid point of the gate, corner, pull and end post to the midpoint of the adjacent line post. A truss rod shall be connected to the midpoint of the line post and run back to the bottom of the gate, corner, pull and end post. The truss rod shall be equipped with a turnbuckle or other equivalent device for adjustment.

607.10.4 Method of Measurement. Measurement of chain-link fence will be made to the nearest linear foot (0.5 m), measured along the slope of the fabric, but shall not include gates. Measurement for gates will be made for each unit assembled, installed and complete in place. Double drive gates will be considered a single unit. Measurement for the 3-strand barbed wire extension will be made to the nearest linear foot (0.5 m), measured along the slope of the fence, but will not include gates.

607.10.5 Basis of Payment. The accepted quantity of chain-link fence, walk and drive gates, and barbed wire extensions, complete in place, will be paid for at the contract unit price for each of the pay items included in the contract. No direct payment will be made for concrete footings, post hole excavation or for excavation and embankment necessary to smooth the area under the fence.

MODOT SPECIFICATION SECTION 1043 FENCE MATERIAL

FENCE MATERIAL

1043.1 Scope. This specification covers the material required in the construction of chainlink fence and woven wire fence.

1043.2 Chain Link Fence Material. Material used in the construction of fences and gates shall consist of chain-link fence fabric, posts, rails, ties, bands, bars, rods, tension wire and other fittings and hardware designed to support the fabric in a vertical, taut position.

1043.2.1 Zinc Coated Steel Fabric. Zinc coated steel fabric shall be in accordance with AASHTO M 181, Type 1, Class D, with the following exceptions. The weight (mass) of zinc coating shall be at least 2.0 ounces per square foot (610 g/m²) of uncoated wire surface, determined from the average of all specimens representing the lot and no less than 1.8 ounces per square foot (550 g/m²) on an individual specimen. Sections of fencing with excessive lumps, beads and drops of zinc will be removed before determining weight (mass) of coating.

1043.2.2 Aluminum Coated Steel Fabric. Aluminum coated steel fabric shall be in accordance with AASHTO M 181, Type 2, with the following exceptions. An individual specimen shall have at least 0.30 ounce per square foot (92 g/m²) of uncoated wire surface on 0.148 or 0.192-inch (3.8 or 4.9 mm) specified diameter wire and no less than 0.25 ounce per square foot (76.3 g/m²) on 0.120-inch (3.1 mm) specified diameter wire.

1043.2.3 Vinyl Coated Steel Fabric. Vinyl coated steel fabric shall be in accordance with AASHTO M 181, Type IV, Class A or Class B. In addition to the referenced colors, brown will also be acceptable.

1043.2.4 Aluminum Alloy Fabric. Aluminum alloy fabric shall be in accordance with AASHTO M 181, Type III.

1043.2.5 Posts, Braces, Rails and Gate Frames. These members shall be in accordance with AASHTO M 181, Grade 1 or Grade 2, and of the shape and dimension shown on the plans. These members may be used with either Type I, Type II, Type III or Type IV fabric.

1043.2.5.1 Zinc Coated Steel Members. Zinc coated steel members shall be in accordance with ASTM F 1043, heavy industrial fence Group IA, with Type A interior and exterior coating, and the plans.

1043.2.5.2 Zinc Plus Organic Coated Steel Members. Zinc plus organic coated steel members shall be in accordance with ASTM F 1043, heavy industrial fence Group IC, with Type B or D interior coating and Type B exterior coating, and the plans.

1043.2.5.3 Aluminum Alloy Members. Aluminum alloy members shall be in accordance with ASTM F 1043, heavy industrial fence Group IB, and the plans.

1043.2.6 Tension Wire. Tension wire shall be in accordance with AASHTO M 181 Type I, Class I

1043.2.7 Fabric Fasteners. Fabric fasteners shall consist of wire ties, hog rings and C-clips. Fasteners for use with zinc or aluminum coated steel fabric shall be in accordance with [Sec 1043.2.7.1](#) or [Sec 1043.2.7.2](#); those for use with aluminum alloy fabric shall be in accordance with [Sec 1043.2.7.2](#); and those for use with vinyl coated steel fabric shall be in accordance with [Sec 1043.2.7.3](#). Fasteners shall be capable of withstanding a 180-degree bend over the fasteners own diameter without fracture of the wire or loss of adherence of coating. The wire shall have a finished or coated diameter of no less than 0.143 inch (3.6 mm), except C-clips for attaching fabric to H section posts shall have a finished or coated diameter of no less than 0.187 inch (4.8 mm). Aluminum alloy C-clips will not be permitted for fastening fabric to H section posts.

1043.2.7.1 Zinc or Aluminum Coated Fabric Fasteners. Wire shall be zinc coated at a rate of no less than 0.70 ounce per square foot (210 g/m²) or aluminum coated at a rate of no less than 0.30 ounce per square foot (91.5 g/m²).

1043.2.7.2 Aluminum Alloy Fabric Fasteners. Wire shall be of aluminum alloy having a minimum tensile strength of 16,000 psi (110 MPa).

1043.2.7.3 Vinyl Coated Fabric Fasteners. Wire may be of steel or aluminum alloy and shall be uniformly coated with the same vinyl material as used to coat the fence fabric. Vinyl coating thickness shall be a minimum of 0.010 inch (254 µm). Aluminum alloy wire shall have a minimum tensile strength of 16,000 psi (110 MPa).

1043.2.8 Miscellaneous Fittings and Hardware. Miscellaneous fittings and hardware shall be in accordance with AASHTO M 181. Aluminum alloy fittings shall not be used with zinc coated steel posts, rails or gate frames.

1043.2.9 Gates. Frames shall be fastened at the corners by clamps and braces, or by welding. If corners are to be welded, the ends of the vertical members shall be hemispherically notched to fit snugly to the horizontal members. The joint shall be uniformly and continuously fillet welded. The welded area and adjacent damaged coating shall be recoated by the hot-dip process or metallizing process; or covered with two coats of zinc-rich paint. The material for repair of welded areas and applications shall meet the approval of the engineer. Each gate frame shall be cross-braced with no less than two 3/8-inch (9.5 mm) adjustable truss rods. The filler for gates shall be chain-link fabric of the same kind used for the fence. This filler shall be attached to the frame with stretcher bars and wire ties or clamps. Gates 6 feet (1828 mm) high or less shall be equipped with two hinges, and gates more than 6 feet (1828 mm) high shall have three hinges. All gates, walks and drives, shall be equipped with a latch and locking attachment. Gatekeepers and center rests of an approved design shall be installed for double drive gates.

1043.2.10 Barbed Wire. Barbed wire for use with chain-link fence shall be zinc-coated steel, aluminum-coated steel or aluminum alloy, and shall be in accordance with AASHTO M 280, with the following exceptions. Zinc-coated barbed wire shall consist of two No. 12 1/2, 13 1/2 or 15 1/2 (2.5 mm, 2.2 mm or 1.7 mm) gage line wires twisted with 4-point barbs uniformly spaced approximately 4 or 5 inches (100 or 125 mm) apart in accordance with and the minimum weight (mass) of coating shall be 0.80 ounce per square foot (245 g/m²) of uncoated wire surface for all gages. Aluminum-coated barbed wire shall be in accordance with the requirements for zinc-coated barbed wire, except that the coating shall be aluminum alloy. The weight (mass) of coating per square foot (m²) of surface shall be no less than 0.25 ounce (75 g) for both line wires and barbs. However, barbs of suitable aluminum alloy will be permitted. Aluminum alloy barbed wire shall be aluminum alloy 5052-H38, ASTM B 211. Aluminum alloy barbed wire shall consist of two 0.110-inch (2.8 mm) line wires twisted with 4-point 0.080-inch (2.0 mm) diameter wire barbs spaced 5 inches (125 mm) apart.

1043.3 Woven Wire Fence Material. Woven wire fence shall be composed of woven wire, barbed wire, brace wire, posts, ties, fittings and hardware.

1043.3.1 Fabric. Fabric shall be made of zinc-coated or aluminum-coated steel wire. Zinc coated fabric shall be in accordance with AASHTO M 279, for Design Number 939-6-11, Grade 60 or 939-6-12.5, Grade 125. The minimum weight (mass) of zinc coating shall be Class 3 for all gages. Line wires shall have tension curves. Aluminum-coated fabric shall be in accordance with the requirements for zinc-coated fabric, except that the coating shall be aluminum alloy applied at the rate of no less than 0.25 ounce per square foot (75 g/m²) of uncoated wire surface.

1043.3.2 Barbed Wire. Barbed wire for use with zinc-coated steel fabric or aluminumcoated steel fabric shall be in accordance with [Sec 1043.2.10](#).

1043.3.3 Wood Posts. Wood posts and braces shall be in accordance with [Sec 1050](#).

1043.3.4 Steel Posts. Steel posts and braces shall be in accordance with [Sec 1043.2.5](#). Corner, end and pull posts shall be pipe of the sizes and weights (masses) shown on the plans. Line posts shall be of the lengths and shapes shown on the plans. Posts shall have a nominal weight (mass) of 1.33 pounds per linear foot (1.98 kg/m) and a minimum weight (mass) of

1.28 pounds per linear foot (1.90 kg/m), exclusive of anchor plate.

1043.3.5 Post Tops and Miscellaneous Hardware. Post tops and miscellaneous fittings and hardware shall be in accordance AASHTO M 181.

1043.3.6 Brace Wire. Brace wire shall be no less than 0.143 inch (3.6 mm) in diameter and shall be of material in accordance with [Sec 1043.3.1](#).

1043.3.7 Staples. Staples shall be of the screw shank-type or equivalent, a minimum of 1 1/4 inches (30 mm) long, galvanized, and of good commercial quality.

1043.3.8 Wire Ties. Wire used for ties shall be in accordance with [Sec 1043.2.7](#), except that the wire may have a minimum diameter of 0.115 inch (2.9 mm).

1043.3.9 Gates. Gates for woven wire fence shall be in accordance with [Sec 1043.2.9](#), except that the filler shall be woven wire fabric meeting these specifications.

1043.4 Workmanship and Finish. Fabrication of chain-link or woven wire fencing material furnished under these specifications shall be in accordance with the sizes, shapes and dimensions shown on the plans. Excessive roughness, blisters, sal-ammoniac spots, bruises, flaking, voids in coating, frozen knuckles or other defects, if present to any considerable extent, will be considered cause for rejection. Polyvinyl chloride coating shall be without voids, tears, cracks or cuts that reveal the substrate. Welded seam pipe shall have smooth welds, without skips or gaps. Non-uniform or damaged organic topcoats will be considered cause for rejection whether caused by fabrication, shipping or handling on the job. All burrs at the ends of posts and rails shall be removed.

1043.5 Sampling and Testing.

1043.5.1 Sampling. Sampling of material shall be in accordance with the MoDOT Materials Manual.

1043.5.2 Testing. When fencing material is tested, tests shall be in accordance with the following methods.

1043.5.2.1 Weight (Mass). Weight (mass) of hot-dip zinc coatings shall be determined in accordance with AASHTO T 65 or, at the option of the engineer, material may be accepted on the basis of magnetic gauge determinations conducted in accordance with ASTM E 376. Weight (mass) of aluminum coating shall be determined in accordance with AASHTO T 213 or, at the option of the engineer, material may be accepted on the basis of magnetic gauge determinations conducted in accordance with ASTM E 376.

1043.5.2.2 Thickness. Thickness of zinc-rich organic coating shall be determined by magnetic gauge determinations conducted in accordance with ASTM E 376. Thickness of organic topcoat shall be determined by first determining the total thickness of the organic topcoat and exterior hot-dip zinc coating by magnetic gauge determinations conducted in accordance with ASTM E 376, then chemically stripping the organic topcoat and determining the thickness of only the exterior hot-dip zinc in accordance with AASHTO T 65 or ASTM E 376. The difference between the two measurements shall be the thickness of the organic topcoat.

1043.5.2.3 Tensile Strength. Tensile strength or breaking load shall be in accordance with AASHTO T 68.

1043.6 Inspection.. The engineer shall have access at all times to all parts of the manufacturer's or fabricator's works that concern the manufacture or fabrication of material furnished under this specification. Each product or article furnished under this specification will be subject to inspection at the factory, fabricating plant, in laboratories of the engineer's choosing, or at the point of delivery. The engineer reserves the right to sample and test each product or article subsequent to acceptance at the place of manufacture or fabrication to determine conformance with the requirements of this specification or to verify certification.

1043.7 Certification. Certifications will be required as follows.

1043.7.1 Vinyl Coated Material. The contractor shall submit to the engineer certification that the vinyl material and vinyl coated fabric meet the requirements of these specifications. If vinyl coated items other than chain-link fabric are furnished, certification will also be required.

1043.7.2 Aluminum Alloy Material. The contractor shall submit to the engineer certification that the material is in accordance with the requirements specified. The certificate shall include or have attached a list or description of typical physical properties representative of the material.

1043.7.3 Organic Topcoated Material. The contractor shall submit to the engineer certification that the material is in accordance with the requirements specified and that the material is the same as prequalified by the engineer.

1043.8 Packaging and Marking. Packaging and marking of the material shall provide ease of handling, storage and identification.

1043.8.1 Each length of chain-link fabric, woven wire fabric or barbed wire shall be tightly rolled and firmly tied. Each roll shall carry a tag showing, as applicable to the product, the length, kind of base metal, type of coating, specified wire size, mesh size, design (style), height or width of fabric, and the producer name, brand or trademark of the manufacturer.

1043.9.8.2 Each bundle or container of posts, hardware and fittings shall be marked with the name, brand or trademark of the manufacturer, type of material (steel, cast iron, aluminum alloy number, etc.), type of coating and any additional data required for proper identification or to determine apparent conformance to specified quality requirements.

E. Invoicing and Payment Requirements:

- 1.0 The contractor shall submit an itemized invoice to the following address after the completion of deliverables, as specified herein.

Missouri Department of Transportation
Business & Benefits
1590 Woodlake
Chesterfield, MO. 63017-5712

1.1 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

1.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.

1.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

1.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

1.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

- 2.0 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 3.0 Notarized weekly payroll documentation for prime and subcontractors will be required from start to finish of this contract showing compliance with prevailing wage rates. Lien Waivers from materials suppliers shall also be provided. Additional documents shall be furnished as required by other provisions in the bid package.
- 4.0 Payment shall be made per contractor invoice upon satisfactory completion of all work items and the receipt of required documentation.

F. Other Contractual Requirements:

- 1.0 **RSMo 285.530** - The contractor understands and agrees that by entering into a contractual agreement with MoDOT, they certify the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
- 2.0 Prevailing Wage:
- a. **General Wage Order # 55 to apply, St. Louis County, MO.;**
"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"
- Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. ([See Sections 290.550 through 290.580 RSMo](#)).
- Restrictive states are as follows:* Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.
- 3.0 Construction Safety Program:
- Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

4.0 Insurance:

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

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3.0

BID SUBMISSION

Bid Submission Information:

- 3.1.2 All bids must be received in a sealed envelope clearly marked “**SL12-089-RW FENCE REPAIR**”.
- 3.1.3 All bids must be received at the following address no later than **April 11, 2012 at 10:00 a.m., Local Time**.

The Missouri Department of Transportation
Procurement Division
Attn: Teresa (Terri Mount)
2309 Barrett Station Rd.
Ballwin, MO. 63021

- 3.1.4 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.
- 3.1.5 Open Competition / Request For Bid Document:
- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.6 Pursuant to 285.530 RSMo, the bidder must affirm enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed Signature and Identity of Bidder form, attached herein,
- b. Submitting a completed, notarized copy of the applicable portion of Exhibit A, WORKER ELIGIBILITY VERIFICATION AFFIDAVIT **or** APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP, and

3.1.7 Proposal/Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the MoDOT as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.8 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best responsible bid.

3.1.9 Cost Determination - The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period to obtain a total price.

3.10 Contract Award – The contract will be awarded to the lowest responsible bidder determined as specified above.

- a. Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best responsible” principle of award.
- b. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results

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4. PRICING PAGE(s) SL12-89-RW

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

	Clearing & Grubbing	Clearing & Grubbing Acre	Posts 35 Ga.	Fabric	Reattach to Post	Top Rail	Post w/ Bracket	Total Fence Replacement
INDICATE CONTRACTOR UNIT PRICING→								
70 EB Along 180 Exit @ Mark Twain	9' X 200'	0.04132	6	200	20			
70 EB East of 180 MM 234.4 - 234.6	9' X 1,100'	0.22727						100+1000
70 EB West of Fee Fee MM 234.8	9' X 500'	0.1033						500
70 EB Along SB 67 Exit Ramp	9' X 100'	0.02066	5	80	12			
70 WB Along NB 67 Exit Ramp	9' X 50'	0.01033	3	50	6			
70 WB Along SB 67 Entrance Ramp to Fee Fee	9' X 160'	0.03305	6	160	16			
70 WB west of Fee Fee near MM 234.6	9' X 50'	0.01033		50	5			
70 WB between Fee Fee and 180 Ramp	9' X 70'	0.14162	6	70	7			
270 NB between Dorsett & McKelvey	9' X 200'	0.04132						200
270 SB South of McKelvey	9' X 200'	0.04132						200
Total #	2,630 SY	0.67052	26	610	66	0	0	2000
SUBTOTAL COST	\$					0	0	

	Total Fence Replacement	Corner Post	Brace	Truss Rod	Strength Bar	Tension Wire
INDICATE CONTRACTOR UNIT PRICING→						
70 EB Along 180 Exit @ Mark Twain						
70 EB East of 180 MM 234.4 - 234.6	100+1000					
70 EB West of Fee Fee MM 234.8	500					
70 EB Along SB 67 Exit Ramp						
70 WB Along NB 67 Exit Ramp		2	2	2	2	
70 WB Along SB 67 Entrance Ramp to Fee Fee						
70 WB west of Fee Fee near MM 234.6						60
70 WB between Fee Fee and 180 Ramp						80
270 NB between Dorsett & McKelvey	200					
270 SB South of McKelvey	200					
Total #	2000	2	2	2	2	140
SUBTOTAL COST	\$					
INDICATE COMPLETION ARO DATE:	LUMP SUM TRAFFIC CONTROL				\$	
	TOTAL PROJECT COST				\$	

COMPANY: _____ **DATE:** _____

SIGNATURE: _____

PRINTED NAME/ TITLE: _____

Exhibit I
PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated:

FOR OTHERS:

State of domicile:

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME:

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:**

BY (signature required):

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #:

Exhibit II

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in

accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Exhibit III

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners,
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and.

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed,
title
and/or empowered to act officially and properly on behalf of this business entity. I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo. In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3). I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner) *(if applicable)*

STATE OF _____)
) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

☐ I am the _____ of _____, which is
owner or partner
applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT). I am classified by the United States of America as: (check the applicable box) a United States citizen. an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

Exhibit V SL12-089-RW

(Revised 08/96)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

as principal and _____
as surety, are held and firmly bound unto the state of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the penal sum of _____
Dollars (\$) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____

in County(ies),
project (s) _____

for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

Principal
SEAL By _____
Signature

Surety
SEAL By _____
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

Exhibit VI

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Service-Disabled Veteran's Name, (Please Print)

Business Information

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- a. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.